



**Via PSC Electronic Regulatory Filing System**

June 23, 2005

Ms. Christy Zehner  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way  
P.O. Box 7854  
Madison, WI 53707-7854

Re: Application for Approval of the Second Amendment to the Interconnection, Resale and Unbundling Agreement between CTC Telcom, Inc. and Telephone USA of Wisconsin, LLC, Docket 05-TI-455, Approved April 26, 2001 and amended in Docket 05-TI-1072, Approved June 25, 2004

Dear Ms. Zehner:

CenturyTel hereby requests approval, pursuant to 47 USC §252, of the enclosed Second Amendment to the Interconnection, Resale and Unbundling Agreement between CTC Telcom, Inc. ("CTC Telcom") and Telephone USA of Wisconsin, LLC ("Tel USA").

I have been authorized by CTC Telcom to submit for Commission approval, pursuant to 47 USC §252 (e) the enclosed Second Amendment to the Interconnection, Resale and Unbundling Agreement between Tel USA and CTC Telcom.

I hereby certify that a copy of this filing has been served on CTC Telcom by U.S. Postal Service on June 23, 2005 as follows:

Rick Vergin  
Chief Executive Officer  
CTC Telcom, Inc.  
110 North Second Avenue  
P.O. Box 164  
Dallas, WI 54733

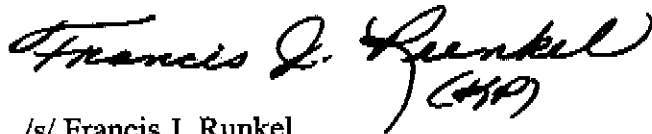
Michael L. Theis  
Theis Communications Consulting, LLC  
7633 Ganser Way, Suite 202  
Madison, WI 53719

Ms. Christy Zehner  
June 23, 2005  
Page Two

Re: Application for Approval of the Second Amendment to the Interconnection, Resale and Unbundling Agreement between CTC Telcom, Inc. and Telephone USA of Wisconsin, LLC, Docket 05-TI-455, Approved April 26, 2001 and amended in Docket 05-TI-1072, Approved June 25, 2004

If you have any questions, please give me a call at 608-796-7894.

Sincerely,

A handwritten signature in black ink that reads "Francis J. Runkel" with a stylized flourish underneath.

/s/ Francis J. Runkel  
Regional Director  
Carrier Relations

FJR:kp

Enclosure

cc: [Lorenzo.Cruz@CenturyTel.com](mailto:Lorenzo.Cruz@CenturyTel.com)  
[Joey.Bales@CenturyTel.com](mailto:Joey.Bales@CenturyTel.com)  
[Ken.Barth@psc.state.wi.us](mailto:Ken.Barth@psc.state.wi.us)

**AMENDMENT NO. 2**  
**to the**  
**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**by and between**

**CTC TELCOM, INC**

**AND**

**TELEPHONE USA OF WISCONSIN, LLC**

This Amendment No. 2 ("Amendment") to the Interconnection, Resale and Unbundling Agreement ("the Agreement") shall be effective on June 1, 2005, by and between Telephone USA of Wisconsin, LLC ("Tel USA ") and CTC Telcom, Inc. ("CTC Telcom"). Tel USA and CTC Telcom are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

**RECITALS**

**WHEREAS**, Tel USA and CTC Telcom entered into an Agreement, which was subsequently approved by the Public Service Commission of Wisconsin ("Commission") in Docket 05-TI-455 on April 26, 2001 and later amended in Docket 05-TI-1072 on June 25<sup>th</sup>, 2004 ("Agreement"); and

**WHEREAS**, Tel USA and CTC Telcom have mutually agreed to make certain revisions to the terms and conditions of the Agreement.

**NOW, WHEREFORE**, Tel USA and CTC Telcom agree to amend the Agreement as follows:

(1) Article V , Section 4.2.1 will be replaced with the following language:

4.2.1 A Mid-Span Fiber Meet within an existing Tel USA exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement. Any Tel USA splicing costs associated with any Mid-Span Fiber Meet will be shared equally between the Parties. Tel USA shall adhere to Section 17 of Article III regarding any such splicing cost recovery from CTC.

- (2) The Agreement as modified by this Amendment No.2 , will be effective June 1st, 2005, and subject to approval by the Commission in accordance with Section 252 of the Act.

- (3) Add new Section 3.4 in Article V

**3.4 Transiting Local Traffic**

If requested by CTC, Tel USA or CenturyTel affiliate ("CenturyTel") will provide Transiting Services. Transit Service is Tandem Switched Local Traffic that originates on CTC network and terminates on another CenturyTel ILEC or non-CenturyTel ILEC, CLEC or wireless carrier. CenturyTel will only transit Local Traffic as requested by CTC. Transiting will be billed by CenturyTel at the appropriate Intrastate Access Tariff rates for Tandem Switching, Tandem Switched Transport and Tandem Switched Facilities. CenturyTel shall not bill CTC for any transiting where the CenturyTel End Office Switch host and any subtending remote exchanges are in separate CenturyTel ILECs.

- (4) The following sentence will be added after the last sentence in the General Section of Appendix B RATE AND CHARGES FOR NUMBER PORTABILITY:

The LNP rate is charged to the Party requesting the porting of a number by the Party providing the service order work. If CenturyTel agrees to eliminate this charge in the future for any other Wisconsin LEC or wireless carrier, Tel USA will notify CTC and this charge will be discontinued by the Parties.

- (5) Except as modified or supplemented herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- (6) This Amendment shall be filed with, and subject to approval by, the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of June, 2005, by CTC Telcom signing by and through its duly authorized representative, and CenturyTel signing by and through its duly authorized representative.

**CTC Telcom, Inc.**

By: Ricky S. Vergin

Title: Chief Executive Officer

Name: Ricky S. Vergin

Date: June 8, 2005

**Telephone USA of Wisconsin, LLC**

By: Guy Miller

Title: Corporate Vice President Carrier Relations

Name: Guy Miller

Date: 6/15/05